

X

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

Abdul Rahman ibn Al Lee Bey
ex relatione
RICHARD ALLEN THORPE
In Propria Persona Sui Juris
Plaintiff

v.

CIVIL ACTION NO. 18 913

THE WILMINGTON HOUSING AUTHORITY (WHA),
and THE BOARD OF COMMISSIONERS
Defendant

COMPLAINT – DEPRIVATION OF CONSTITUTIONAL RIGHTS

Now Comes Abdul Rahman ibn Al Lee Bey ex relatione RICHARD ALLEN THORPE, in propria persona sui juris, hereafter named as the Plaintiff. The Plaintiff, pursuant to Title 28 U.S.C. §1331 and Title 28 U.S.C. §1343 brings action against the Defendant, Wilmington Housing Authority for deprivation of constitutional rights and violation common law rights. The causes of action are brought forth pursuant to Title 42 U.S.C. §1983, Title 42 U.S.C. §1985, First, Fourth and Fifth Amendments for the Constitution for the United States, the Republic of America, and common law under Tort. The Plaintiff requests the Court to grant the following relief: actual and punitive damages as well as reasonable legal fees and costs, and an injunction to protect the Plaintiff against retaliation. The Plaintiff also requests the leave to proceed in forma pauperis pursuant to Title 42 U.S.C. § 3613(b)(2) and discovery pursuant to F.R.C.P. Rule 26(b)(1).

STATUS

Please take notice and be advised now comes Noble Abdul Rahman ibn Al Lee Bey¹ ex relatione RICHARD ALLEN THORPE, as private natural man, in propria persona sui juris jural summi imperii by “special appearance” standing squarely upon the protections and immunities provided by Article VI² of

¹ Appellation lawfully corrected by common law without colorable legal due process and recorded for public record at the Recorder of Deeds Office in New Castle County in the State of Delaware - Instrument: 200509220096666.

² **Article VI, Constitution for the United States, the Republic of America**

All debts contracted and engagements entered into, before the adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation.

the *Organic Constitution of the United States, the Republic of America* under the *Treaty of Marrakesh*³. Noble Abdul Rahman ibn Al Lee Bey⁴, Correctly Spelled, Non-Military, Non-Corporate/Commercial and Non-Assumpsit, is a natural being, a living and breathing soul with natural rights as a Sovereign endowed by the Creator under Divine Law and a de jure Citizen of this land by inheritance and birthright whereas RICHARD ALLEN THORPE (*any derivative and any derivation thereof written in upper case or written in all capital letters*) is a misnomer, a legal fiction without substance or form. The Plaintiff alleges the following facts:

JURISDICTION AND VENUE

1. Pursuant to Title 28 U.S.C. § 1331, the district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.

2. Pursuant to Title 28 U.S.C. § 1343, (a) The district courts shall have original jurisdiction of any civil action authorized by law to be commenced by any person: (1) To recover damages for injury to his person or property, or because of the deprivation of any right or privilege of a citizen of the United States, by any act done in furtherance of any conspiracy mentioned in section 1985 of Title 42; (2) To recover damages from any person who fails to prevent or to aid in preventing any wrongs mentioned in section 1985 of Title 42 which he had knowledge were about to occur and power to prevent; (3) To redress the deprivation, under color of any State law, statute, ordinance, regulation, custom or usage, of any right, privilege or immunity secured by

This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary...

³ ***Treaty of Peace and Friendship of 1787*** between the Empire of Morocco and the United States, the Republic of America later including the Treaties with Algeria, Tripoli, and Tunis.

⁴ ***Article IV, Constitution for the United States, the Republic of America***

Section 1. Full faith and credit shall be given in each state to the public acts, records, and judicial proceedings of every other state. And the Congress may by general laws prescribe the manner in which such acts, records, and proceedings shall be proved, and the effect thereof.

Section 2. The citizens of each state shall be entitled to all privileges and immunities of citizens in the several states.

the Constitution of the United States or by any Act of Congress providing for equal rights of citizens or of all persons within the jurisdiction of the United States;

3. The Court has jurisdiction over this matter pursuant to Article III, Section 2 of the Constitution for the United States, the Republic of America, Title 28 US Code § 1343(a).

4. The Plaintiff also invokes supplemental jurisdiction of this Court over his state claims against the Defendants for common law violation pursuant to 28 U.S.C. § 1367, as the common law claims for part of the same controversy.

5. Venue is proper in this district pursuant to 28 U.S.C § 1391 as the causes of action occurred in this district.

PARTIES

6. Petitioner realleges paragraphs 1 through 5 of the Complaint as if fully set forth herein.

7. Plaintiff: RICHARD ALLEN THORPE receives correspondence in care of: 325 East 5th Street, 11-N, Wilmington, Delaware.

8. Defendants: THE WILMINGTON HOUSING AUTHORITY (WHA) and the Board of Commissioners for THE WILMINGTON HOUSING AUTHORITY have a business address as follows: 400 North Walnut Street, Wilmington, Delaware.

FACTS

9. Petitioner realleges paragraphs 1 through 8 of the Complaint as if fully set forth herein.

10. THE WILMINGTON HOUSING AUTHORITY (WHA) is a nonprofit agency for the State of Delaware subject to local, state and federal guidelines created under the Federal Housing Act of 1937.

11. THE WILMINGTON HOUSING AUTHORITY (WHA) is federally a funded public housing agency in the State of Delaware subject to federal laws, procedures, and guidelines including Title 42 U.S.C. § 3604(a)(1)(B).

12. Members of the Board of Commissioners for THE WILMINGTON HOUSING AUTHORITY are as follows: Bernadette Winston, Chair, Christopher Simon, Esquire, Vice Chairman, Donald Mell,

III, Treasurer, Mary Ann Miller, Secretary, James DeShields, Michelle Griffiths, Geoff Langdon, Antoine Oakley and Thomas Shopa, CPA.

13. Frederick S. Purnell, Sr., is the Executive Director

14. THE WILMINGTON HOUSING AUTHORITY (WHA) provides and manages public housing for low-income residents of the City of Wilmington THE WILMINGTON HOUSING AUTHORITY.

15. THE WILMINGTON HOUSING AUTHORITY (WHA) manages Baynard Apartments, Crestview Apartments, Compton Towers, Herlihy Apartments, Lincoln Towers, Kennedy Apartments and other housing facilities.

16. In September 2003, the Plaintiff entered a leasing agreement with the THE WILMINGTON HOUSING AUTHORITY (WHA) and took possession of an apartment in Compton Towers with the right of "quiet enjoyment".

17. The Plaintiff has been an "income based" resident (tenant) at Compton Towers since September 2003 with a rent of Thirty-seven (\$37.00) per month believed to be calculated in accordance with 24 CFR 5.628⁵ thirty (30%) of the monthly income, One hundred and twenty-three (\$123.00) dollars per month received from General Assistance.

18. After the annual recertification meeting held on May 24, 2007, the Plaintiff received a notice dated June 18, 2007 increasing the rent to fifty (\$50.00) per month, forty (40%) of the Plaintiff's monthly income, effective September 1, 2007.

⁵ Sec. 5.628 Total tenant payment.

(a) Determining total tenant payment (TTP). Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:

(1) 30 percent of the family's monthly adjusted income;

(2) 10 percent of the family's monthly income;

(3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated; or

(4) The minimum rent, as determined in accordance with Sec. 5.630. (b) Determining TTP if family's welfare assistance is ratably reduced. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under paragraph (a)(3) of this section is the amount resulting from one application of the percentage.

19. The Plaintiff's income in the amount of One hundred and twenty-three (\$123.00) dollars per month had not increased.

20. The rental increase to fifty (\$50.00) per month, forty (40%) of the Plaintiff's monthly income created an additional financial hardship causing the Plaintiff mental distress.

21. The Plaintiff protested the rental increase by requesting an Informal Grievance Hearing, which was filed with the WHA office on June 27, 2007 in accordance with Section II Paragraph E of the WHA Leasing Agreement [24 CFR 966.54].

22. During the Informal Grievance Hearing, Lekeisha N. Watson-Jones, the Compton Towers Housing Manager for the Wilmington Housing Authority (WHA), said the reason for the rental increase was that congress passed a bill for Minimum Rent, Housing and Urban Development (HUD) approved it, WHA Board of Commissioners held Public Hearing in December of 2006 to discuss changing the Minimum Rent policy and that no one showed up for the meeting to object.

23. Also during the same Informal Grievance Hearing, Ms. Watson-Jones said notice for the Public Hearing was published in the *Wilmington New Journal* rather than notice being sent to the individual residents.

24. The Plaintiff never received a written summary of the Informal Grievance Hearing as required by Section C of the GRIEVANCE PROCEDURE OF THE WILMINGTON HOUSING AUTHORITY [24 CFR 966.54].

25. On December 28, 2007, the Plaintiff provided a summary of the Informal Grievance Hearing requested on June 27, 2007, and the Plaintiff requested a formal hearing pursuant to 24 CFR 966.54.

26. Through a letter dated January 15, 2008, Karen Spellman, Deputy Executive Director for WHA, responded to the Plaintiff's letter dated December 28, 2007 offering the Plaintiff an informal grievance hearing rather than a formal grievance hearing.

27. On January 30, 2008, the Plaintiff made a written request to Karen Spellman, Deputy Executive Director for the Wilmington Housing Authority, for the following information under the Freedom of Information Act:

(a) The whereabouts and access to the Wilmington Housing Authority Administrative Policy Manual,

(b) An Affidavit of Publication providing the name of the publication and the publication dates for notice on the Public Hearing for the Minimum Rent Policy change scheduled for December 7, 2006,

(c) A copy transcript for the Public Hearing for the Minimum Rent Policy held on or about December 7, 2006 with the names and titles of the attendees,

(d) A copy of WHA's Admission and Occupancy Policy,

(e) A copy of WHA's Financial Hardship Exemption Policy.

28. On Wednesday, May 7, 2008 at 11:20 A.M., the Plaintiff met with Erica Carter, the Housing Manager's Assistant for a rental recertification meeting. During the meeting, the Plaintiff was asked to sign a document entitled, Lease Addendum, where the proposed new rental amount was intentionally left blank. The explanation given by Ms. Carter for the rental amount being blank was that the rental amount could not be filled in until the income had been verified. Ms. Carter told the Plaintiff if the Lease Addendum was not signed now, he would have to come back later to sign the document after the income verification had been completed.

29. On May 12, 2008, the Plaintiff notified the Wilmington Housing Authority by fax recinding his signature on the Lease Addendum and declaring the contract "null and void" pursuant the UCC 1.103 - Protection Against Misrepresentation and Fraud.

30. On May 20, 2008, the Plaintiff made a second written request to Frederic S. Purnell, Sr., Executive Director requesting the same information requested from Karen Spellman, Deputy Executive On January 30, 2008.

31. On June 27, 2008, the Plaintiff requested an informal hearing to see the document authorizing the rental invoice in the amount of Fifty (\$50.00) dollars per month. The document provided to the Plaintiff on June 27, 2008 personally by Ms. Watson-Jones was entitled, Resident Rent Payment Choice Agreement, dated May 24, 2007. This same document was presented during the recertification meeting on May 24, 2007 for the purpose of choosing between "Income Based Rent" or "Flat Rate Rent" where the rental amount for the "Income Based Rent" was intentionally left blank.

32. During the Informal Grievance Hearing held July 1, 2008 @ 9:30 AM requested on June 27, 2008, the Plaintiff requested the original for the Resident Rent Payment Choice Agreement, dated May 24, 2007. The original for for the Resident Rent Payment Choice Agreement, dated May 24, 2007, the rental amount for the "Income Based Rent" had been altered using "white out".

33. During the Informal Grievance Hearing held July 1, 2008, the Plaintiff offered a stipulation agreement stating the following:

*It is hereby stipulated and agreed by the Wilimington Housing Authority that the request for an Informal Grievance Hearing filed by RICHARD ALLEN THORPE with our office on June 27, 2007, has been accepted as a request for a **financial hardship exemption** from the minimum rent requirement pursuant to 24 CFR 5.630(b) effective retroactively September 1, 2007, the date for the rental increase. Beginning September 1, 2007, the monthly rent for RICHARD ALLEN THORPE will remain Thirty-seven (\$37.00) per month. Previously, his rent was calculated at \$37 per month based on the income of \$123 per month [24 CFR 5.628(a)]. The increase in his rent to \$50 per month, approximately 40% of his monthly income, has created an addition financial hardship. In addition, a credit in the amount of One hundred and thirty (\$130.00) dollars @ \$13 per month for five (10) months pursuant to 24 CFR 5.630(b)(2) will be applied to his account for rental overpayments made beginning September 1, 2007.*

34. During the Informal Grievance Hearing held July 1, 2008 @ 9:30 AM, both Ms. Watson-Jones and Ms. Arnold choose to ignore the fact the Resident Rent Payment Choice Agreement dated May 24, 2007 appeared to have been altered using "white out". Instead they both insisted for the Plaintiff to sign another Resident Rent Payment Choice Agreement immediately, thereby changing the Informal Grievance Hearing into a recertification meeting without having provided the Plaintiff with prior written notice.

35. On June 30, 2008, the Plaintiff notified the Wilmington Housing Authority by fax recinding his signature on both the Resident Rent Payment Choice Agreement and Lease Addendum and declaring the contracts "null and void" pursuant the UCC 1.103 - Protection Against Misrepresentation and Fraud.

36. On July 2, 2008, the Plaintiff received from Ms. Watson-Jones both a summary for the Informal Grievance Hearing held July 1, 2008 @ 9:30 AM and a letter denying the request for Minimum Rent Waiver, also known as a *financial hardship exemption*.

37. July 9, 2008, the Plaintiff requested a formal hearing, the Formal Hearing was scheduled for July 29th, 2008.

38. The Plaintiff wrote a letter dated, July 22, 2008 to Juane L. Benjamin-Garlic, requesting to reschedule the Formal Grievance Hearing scheduled for July 29th, 2008 allowing sufficient time for reviewing the Wilmington Housing Authority Administrative Policy Manual along with other information regarding notice and minutes for the Public Hearing for changing the Minimum Rent Policy allegedly held in December 2006.

39. The Plaintiff wrote a letter dated, August 14, 2008 to Juane L. Benjamin-Garlic, requesting to reschedule the Formal Grievance Hearing scheduled for August 28, 2008.

40. The Plaintiff wrote a letter dated, August 19, 2008 to Juane L. Benjamin-Garlic, requesting information available to the public upon request under the Freedom of Information Act for public records, pursuant to Title 29 Del. C. § 10003⁶ and for open meetings, Title 29 Del. C § 10004⁷. In preparation for the Formal Hearing, the following information was requested:

- (a) The whereabouts and access to the Wilmington Housing Authority Administrative Policy Manual,
- (b) An Affidavit of Publication providing the name of the publication and the publication dates for notice on the Public Hearing for the Minimum Rent Policy change scheduled for December 7, 2006,
- (c) A copy transcript for the Public Hearing for the Minimum Rent Policy held on or about December 7, 2006 with the names and titles of the attendees,
- (d) A copy of WHA's Admission and Occupancy Policy,
- (e) A copy of WHA's Financial Hardship Exemption Policy.
- (f) The original for the Resident Rent Payment Choice Agreement, dated May 24, 2007

41. Juane L. Benjamin-Garlic a letter denying the Plaintiff's request to reschedule the Formal Grievance Hearing scheduled for August 28, 2008.

⁶ Title 29 Del. C. § 10003. Examination and copying of public records.

(a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.

⁷ Title 29 Del. C § 10004. Open meetings.

(a) Every meeting of all public bodies shall be open to the public except those closed pursuant to subsections (b), (c), (d) and (g) of this section.

42. On August 28, 2008 @ 3PM, the Plaintiff met with Karen Spellman accompanied by Christine Arnold. The Plaintiff was told the Formal Hearing was not being held because the Hearing Office was not available to conduct the formal hearing because the Plaintiff failed to answer the last letter sent by Wilmington Housing Authority.

43. Later, Benjamin-Garlic brought the Plaintiff's file from Compton Towers.

Count I - Failure to Provide Proper Notice for Public Hearing and Notice for the Change in Minimum Rent – Violation of the First and Fifth Amendments

44. Petitioner realleges paragraphs 1 through 80 of the Complaint as if fully set forth herein.

45. Based on information and belief, in December 2006, WILMINGTON HOUSING AUTHORITY held a public hearing for changing the Minimum Rent Policy. The Plaintiff alleges the following: (1) pursuant to Title 24 CFR 966.5⁸, WILMINGTON HOUSING AUTHORITY had a duty to provide proper notice to the affected Residents for participation in the public hearing, (2) WILMINGTON HOUSING AUTHORITY had a duty to provide the affected Resident with proper notice regarding the change in the Minimum Rent Policy, and (3) WILMINGTON HOUSING AUTHORITY had a duty to disclose the minimum rent amount in the agreement presented during recertification for signature.

46. WILMINGTON HOUSING AUTHORITY failed⁹ to provide the Plaintiff with proper notice for the public hearing depriving the Plaintiff the right to "petition the government for

⁸ Title 24 CFR 966.5 **Posting of policies, rules and regulations.**

Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to applicants and tenants on request. Such schedules, rules and regulations may be modified from time to time by the PHA provided that the PHA shall give at least 30-day written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be: Delivered directly or mailed to each tenant; or Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, of if none, a similar central business location within the project.

⁹ WHA has an accounts receivable system used for sending monthly invoices to the Residents. In addition to other information, the accounts receivable system contains the names and addresses for WHA residents.

grievances” and the right of “due process” as defined respectively by the First and Fifth Amendments for the Constitution of the United States, the Republic of America. The the deprivation of any rights, privileges, or immunities secured by the Constitution and laws is a violation of Title 42 U.S.C. §1983.

47. The Plaintiff was harmed by being denied the opportunity to attend and to participate in the public hearing.

48. WILMINGTON HOUSING AUTHORITY failed to provide the Plaintiff with proper notice for the change in the minimum rent as a result of the public hearing depriving the Plaintiff with the right of “due process” as defined by the Fifth Amendments for the Constitution of the United States, the Republic of America, and it is negligence.

49. The the deprivation of any rights, privileges, or immunities secured by the Constitution and laws is a violation of Title 42 U.S.C. §1983.

50. The Plaintiff was harmed by being denied information regarding the change in the minimum rent for \$25 per month to \$50.

**Count II - Failure to Provide Notice for Pubic Hearing -
Negligence, a Violation of Common Law Tort**

51. Petitioner realleges paragraphs 1 through 50 of the Complaint as if fully set forth herein.

52. Wilmington Housing Authority maintains an accounts receivable system containing the names, addresses and other financial data for residents. Wilmington Housing Authority had both the capability and the duty to provide the Plaintiff with proper notice for the Public Hearing. WILMINGTON HOUSING AUTHORITY failed to provide the Plaintiff with proper notice for the Public Hearing. Failure to provide proper notice constitutes negligence, a violation of common law as definded by Tort.

Count III - Failure to Disclose Rental Amount - Misrepresentation and Fraud

53. Petitioner realleges paragraphs 1 through 52 of the Complaint as if fully set forth herein.

54. WILMINGTON HOUSING AUTHORITY failed to disclose to the Plaintiff the minimum rent and the financial hardship waiver during the recertification meeting held May 24th, 2007. Instead, Ms. Watson-Jones presented the Plaintiff with a document, Resident Rent Payment Choice Agreement, for signature where the rental amount was left intentionally blank. The explanation given by Ms. Watson-Jones for the rental amount being blank was the amount could not be filled in until the income was verified.

55. Likewise, on Wednesday, May 7, 2008 at 11:20 A.M., the Plaintiff met with Erica Carter, the Housing Manager's Assistant for a rental recertification meeting. During the meeting, the Plaintiff was asked to sign a document entitled, Lease Addendum, where the proposed new rental amount was intentionally left blank. The explanation given by Ms. Carter for the rental amount being blank was that the rental amount could not be filled in until the income had been verified. Ms. Carter told the Plaintiff if the Lease Addendum was not signed now, he would have to come back later to sign the document after the income verification had been completed.

56. Intentionally leaving the rental amount blank was both inappropriate and unethical constituting misrepresentation and fraud, a violation of the Plaintiff's rights under common law tort. The Plaintiff was harmed by being deprived the Plaintiff of the right of informed consent before entering into a contractual agreement.

**Count IV - Failure to Provide Formal Grievance Hearing --
Violation of the First and Fifth Amendments**

57. Petitioner realleges paragraphs 1 through 56 of the Complaint as if fully set forth herein.

58. WILMINGTON HOUSING AUTHORITY failed to provide the Plaintiff with Formal Hearings for the Informal Hearings held in 2007 and 2008. WILMINGTON HOUSING

AUTHORITY's failure to provide a Formal Hearing denied the Plaintiffs' right to "petition the government for grievances" and the right of "due process" a violation of the First and Fifth Amendments of the Constitution for the United States, the Republic of America. The Plaintiff was harmed by being denied the opportunity to present a formal grievance allowing discovery and subject to cross examination under penalty of perjury.

**Count V - Failure to Provide Information Available Under the Freedom of Information Act –
Violation of the First and Fifth Amendments**

59. Petitioner realleges paragraphs 1 through 58 of the Complaint as if fully set forth herein.

60. The Plaintiff requested the following information from WILMINGTON HOUSING AUTHORITY on January 30, 2008 and May 20, 2008 under the Freedom of Information Act: (a) The whereabouts and access to the Wilmington Housing Authority Administrative Policy Manual, (b) An Affidavit of Publication providing the name of the publication and the publication dates for notice on the Public Hearing for the Minimum Rent Policy change scheduled for December 7, 2006, and (c) A copy transcript for the Public Hearing for the Minimum Rent Policy held on or about December 7, 2006 with the names and titles of the attendees. A copy of WILMINGTON HOUSING AUTHORITY's Admission and Occupancy Policy.

61. WILMINGTON HOUSING AUTHORITY failed in both cases to provide the Plaintiff with the request information. WILMINGTON HOUSING AUTHORITY's failure to provide the Plaintiff with information available through the Freedom of Information Act is a violation of Title 29 Del. C. § 10003¹⁰ and Title 29 Del. C § 10004¹¹.

¹⁰ Title 29 Del. C. § 10003. Examination and copying of public records.

(a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.

¹¹ Title 29 Del. C § 10004. Open meetings.

62. Furthermore, the Plaintiff was deprived the right to “petition the government for grievances” and the right of “due process” as defined respectively by the First and Fifth Amendments of the Constitution for the United States, the Republic of America.

63. The the deprivation of any rights, privileges, or immunities secured by the Constitution and laws is a violation of Title 42 U.S.C. §1983.

64. The Plaintiff was harmed by being denied access to public information.

Count VI - Unlawful Search and Harassment - a Violation of the Fourth Amendment, Trespassing and Invasion of Privacy, a Violation of Common Law Defined by Tort

65. Petitioner realleges paragraphs 1 through 64 of the Complaint as if fully set forth herein

66. On August 27, 2007, the Wilmington Housing Authority sent a 48 hour notice for conducting Housing and Urban Development (HUD) Housing Quality Standards (HQS) Inspection which included a housekeeping inspection beginning the week of October 1st, 2007, a five (5) day period of time.

67. The 48 hour notice did not provide a specific date for the housekeeping inspection. The inspection letter also stated that “your presence during the inspection would be appreciated, however, if you are unable to be home, the inspection will be conducted in your absence.”

68. It is unreasonable for the Wilmington Housing Authority to expect a Plaintiff to be available for inspection without first providing the Plaintiff a specific date for the inspection.

69. The notice for inspection, in accordance with the WILMINGTON HOUSING AUTHORITY Leasing Agreement¹², should have provided a specific date.

70. The Delaware Landlord Tenant Code forbids the landlord from abusing the right to access the rental unit for the purpose of harassing the tenant¹³.

(a) Every meeting of all public bodies shall be open to the public except those closed pursuant to subsections (b), (c), (d) and (g) of this section.

¹² WHA Leasing Agreement - XI INSPECTIONS – “Resident will be notified at least 48-hours in advance of **the scheduled inspection date**...”

¹³ Title 25 Del. C. § 5501(b) “*The landlord shall not abuse this right of access nor use it to harass a tenant. The landlord shall give the tenant at least 48 hours' notice of landlord's intent to enter, except for repairs requested by the tenant...*”

71. On October 5, 2007, Ms. Jones entered the Plaintiff apartment unit allegedly for the purpose of conducting a housekeeping inspection, disregarding a NO TRESPASSING notice posted conspicuously upon the outside entrance door into the apartment unit.

72. Wilmington Housing Authority failed to provide a specific date giving the Plaintiff reasonable notice for entering the apartment unit for purpose of conducting a housekeeping inspection, a non-emergency and a non-maintenance.

73. Wilmington Housing Authority's unlawful entrance into the Plaintiff's apartment unit without providing the Plaintiff with a specific date violates the Plaintiff's right of privacy protected by the Fourth Amendment of the Constitution of the United States, the Republic of America as well as trespassing and invasion of privacy a violation of common law defined under Tort.

74. The the deprivation of any rights, privileges, or immunities secured by the Constitution and laws is a violation of Title 42 U.S.C. §1983.

75. The Plaintiff was harmed through harassment by disturbing the Plaintiff's right of quiet enjoyment and by being denied the opportunity to be present during the housekeeping inspection causing extreme mental distress.

**Count VII - Failure to Provide Reasonable Notice for Inspection -
Negligence, a Violation of Common Law Tort**

76. Petitioner realleges paragraphs 1 through 75 of the Complaint as if fully set forth herein.

77. Wilmington Housing Authority had the ability to schedule the housekeeping inspection by inspecting three (3) to four (4) floors per day thereby minimizing the disturbance the Plaintiff's right of quiet enjoyment.

78. For example, the housekeeping inspection schedule could have been as follows: Floors 1 through 3, on Monday; Floors 4 through 6, on Tuesday; Floors 7 through 9, on Wednesday, and Floors 10 through 12, on Thursday.

79. Wilmington Housing Authority's failure to schedule the housekeeping inspection to minimize disturbing the Plaintiff's right of quiet enjoyment constitutes negligence, a violation of common law as defined by Tort. The Plaintiff was harmed through harassment by disturbing the Plaintiff's right of quiet enjoyment causing extreme mental distress.

Count VIII - Misrepresentation and Libel, a Violation of Common Law Tort

80. Petitioner realleges paragraphs 1 through 79 of the Complaint as if fully set forth herein.

81. Two Counts – (1) The Seven (7) Day Violation Notice for the housekeeping inspection where Ms. Watson-Jones unlawfully entered into the Plaintiff's premises on October 5th, 2007 without provide reasonable notice

82. Ms. Watson-Jones misrepresented and exaggerated the conditions of the apartment unit casting the Plaintiff in a negative light. (2) In the Summary of Informal Hearing, Ms. Watson-Jones stated that she had shredded the the Leasing Addendum completed for the 2008 Recertification.

83. However she also alleged Plaintiff failed to complete the recertification process. Misrepresenting the Plaintiff as failing to complete the recertification process casted the Plaintiff in a negative light, according to the leasing agreement is ground for lease termination and eviction.

Count IX – Contributory Fraud - a Violation of Common Law Tort

84. Petitioner realleges paragraphs 1 through 83 of the Complaint as if fully set forth herein.

85. During the Informal Grievance Hearing held July 1, 2008 @ 9:30 AM, both Ms. Watson-Jones and her supervisor, Ms. Arnold, choose to ignore the fact the Resident Rent Payment Choice Agreement dated May 24, 2007 appeared to have been altered using "white out".

86. Instead they both insisted for the Plaintiff to sign another Resident Rent Payment Choice Agreement immediately, thereby changing the Informal Grievance Hearing into a recertification meeting

without having provided the Plaintiff with prior written notice. Ms. Arnold failed to recognize the fact the monthly rental amount on the Resident Rent Payment Choice Agreement had been altered using white out.

87. Once Ms. Arnold recognized misrepresentation or fraud but failed to take the appropriate action to correct the matter constitutes contributory fraud, a violation of common law defined under Tort.

88. Ms. Arnold and Ms. Watson-Jones failure to acknowledge the alteration in the rental amount on the Resident Rent Payment Choice Agreement is a conspiracy to obstruct justice and deprive the Plaintiff rights.

89. "...two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State..." is a violation of Title 42 U.S.C. §1985.

90. The Plaintiff was harmed by having to pay an additional \$13 per month for rent causing mental distress through additional financial hardship.

RELIEF

91. Petitioner realleges paragraphs 1 through 80 of the Complaint as if fully set forth herein.
92. The Plaintiff request the Court to grant the following relief.
- a. Pursuant to Title 28 U.S.C. § 1343(a)(3) compensatory and punitive damages for for violation of Constitutional Rights protected by the First, Fourth and Fifth Amendments causing extreme mental distress.
 - b. An injunction to protect the Plaintiff from harassment and retaliation by the WILMINGTON HOUSING AUTHORITY.
 - c. Declaratory relief in the form of an order from the Court to provide proper notice for public hearings and housekeeping inspections in accordance to First and Fifth Amendments.
 - d. Pursuant to Title 28 U.S.C. § 1343(a)(3) reasonable legal fees and costs.
 - e. Any other relief the court may deem appropriate.

I declare under penalty of perjury the foregoing is true and correct to the best of my belief and knowledge.

All Rights Reserved Without Prejudice

UCC 1.207 and UCC 1.103

*Abdul Rahman ibn Al Lee Bey
ex relatione*

RICHARD ALLEN THORPE

Date: *December 5, 2008*

The Noble Abdul Rahman ibn Al Lee Bey

ex relatione

RICHARD ALLEN THORPE, Plaintiff

In Propria Persona Sui Juris Jural Summi Imperii